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THE
Stenographic Miscellany

The Great Smith Family.

The Great Smith Family.

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Handwritten musical notation on a five-line staff, featuring various notes, rests, and bar lines. The notation is written in a cursive style, typical of early manuscript notation. The staff is divided into measures by vertical bar lines. The notes are written in a dark ink, and the overall appearance is that of a historical musical score.

Mr. Bob Sawyer's Party.

Mr. Bob Sawyer's Party.

e v f - g h i j k l m n o p q r s t u v w x y z
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 p q r s t u v w x y z a b c d e f g h i j k l m n o p q r s t u v w x y z
 p q r s t u v w x y z a b c d e f g h i j k l m n o p q r s t u v w x y z
 " a b c d e f g h i j k l m n o p q r s t u v w x y z
 " a b c d e f g h i j k l m n o p q r s t u v w x y z
 " a b c d e f g h i j k l m n o p q r s t u v w x y z

" a b c d e f g h i j k l m n o p q r s t u v w x y z
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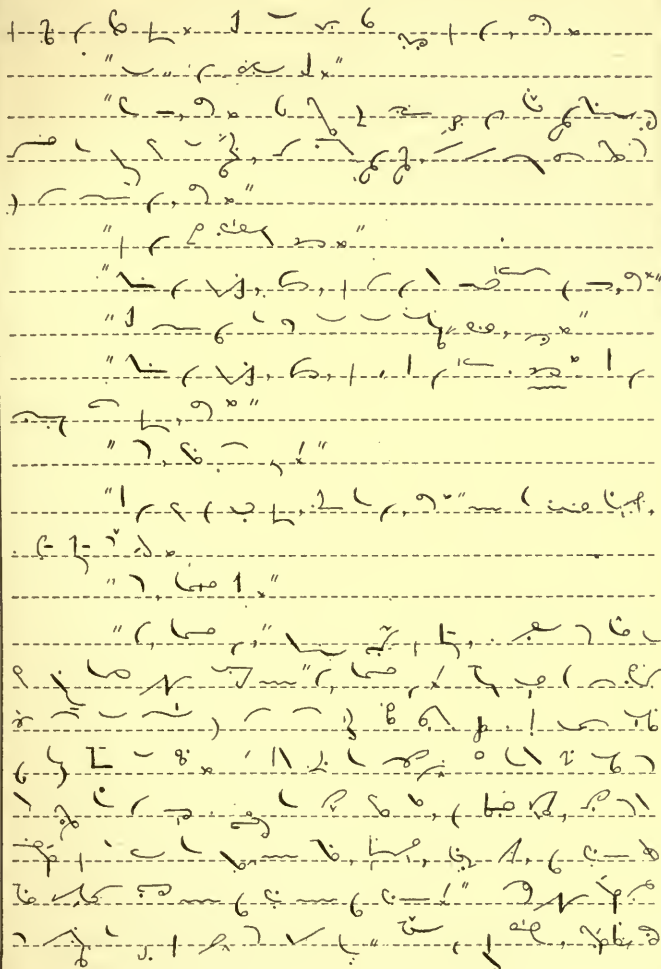
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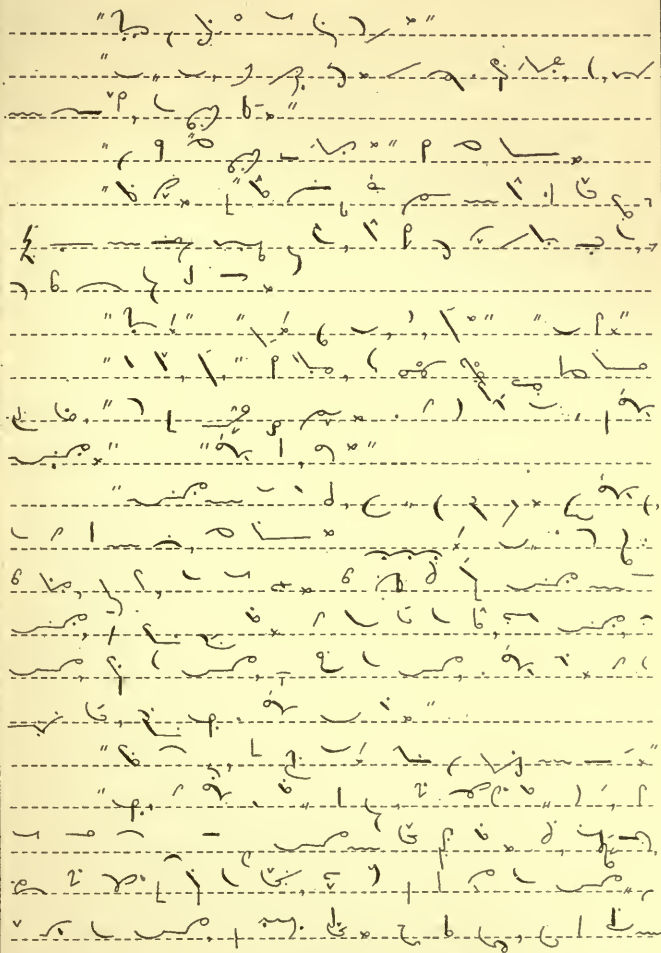
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 a b c d e f g h i j k l m n o p q r s t u v w x y z

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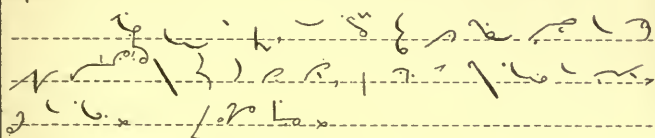
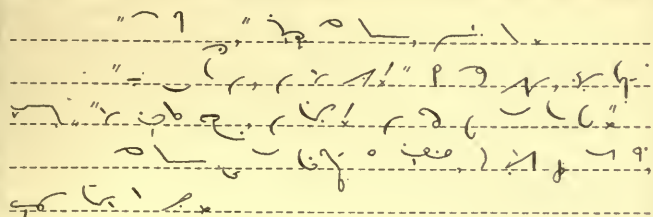
[illegible]

Handwritten musical notation on a five-line staff, featuring various notes, rests, and bar lines. The notation is written in a cursive style, typical of early 20th-century manuscript notation.

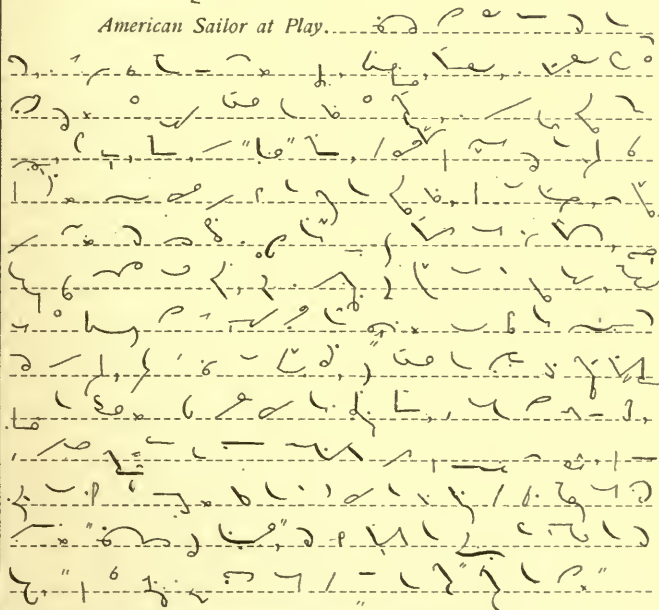
[illegible]

" 2 6, 3, 1 7 - 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037

Handwritten musical notation on ten staves, featuring various notes, rests, and bar lines.



American Sailor at Play.



Romulus and Rome. 50 1 2 3 4 (airol)

Handwritten musical notation on a five-line staff, featuring various notes, rests, and bar lines. The notation is written in a cursive style, typical of early manuscript notation.

Handwritten text in Arabic script, likely a religious or philosophical treatise, written on lined paper. The text is dense and covers most of the page, with some lines starting with decorative flourishes. The handwriting is cursive and characteristic of the Ottoman or Persian periods.

The Two Orders.-

The Two Orders.

Handwritten musical notation on ten staves, featuring various notes, rests, and bar lines. The notation is written in a cursive, handwritten style, typical of early 20th-century musical manuscripts. The staves are numbered 1 through 10 on the left margin.

A Valuable Picture.

A Valuable Picture.

Prime Requisites.

1. The first stroke of the letter 'a' is a horizontal line, followed by a vertical line, and then a diagonal line. The second stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The third stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The fourth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The fifth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The sixth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The seventh stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The eighth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The ninth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The tenth stroke is a horizontal line, followed by a vertical line, and then a diagonal line.

Big Things Lost.

1. The first stroke of the letter 'a' is a horizontal line, followed by a vertical line, and then a diagonal line. The second stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The third stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The fourth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The fifth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The sixth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The seventh stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The eighth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The ninth stroke is a horizontal line, followed by a vertical line, and then a diagonal line. The tenth stroke is a horizontal line, followed by a vertical line, and then a diagonal line.

The Telephonic Burglary.

The Telephonic Burglary.

"v e u l l ~ z ~ r ~"
 "m ✓ j j ~ z ~ l ~ a ~ r ~ c ~
 r ~ (~ , ~ l ~ o ~ o ~ v ~"
 "v ~ r ~ o ~ b ~ g ~ e ~ s ~"
 " (~ , ~ b ~ b ~ z ~ p ~ p ~"
 " (~ r ~ m ~ e ~ u ~ l ~ e ~ o ~ d ~ p ~ r ~ l ~
 b ~ (~ r ~) ~ e ~ e ~ b ~ b ~ o ~ b ~ o ~ b ~ o ~ b ~ e ~ l ~ l ~
 o ~ f ~ l ~ a ~ r ~ e ~ r ~ l ~ e ~ x ~"
 " l ~ a ~ r ~ e ~"
 " e ~ l ~ e ~ r ~ o ~ e ~ b ~ b ~ e ~ , ~ d ~ e ~
 y ~ r ~ , ~ e ~ r ~ e ~ l ~ l ~ l ~ o ~ o ~ m ~ (~ f ~ z ~ o ~
 - ~ z ~ o ~ g ~ b ~ z ~ x ~"
 " f ~ - ~ l ~ e ~ (~ l ~) ~ e ~ e ~ i ~ o ~ , ~ b ~ (~
 z ~ l ~ - ~ p ~ l ~ e ~ e ~ e ~ b ~ (~ y ~ m ~"
 " b ~ r ~ e ~ e ~ b ~ e ~ h ~ (~ t ~ p ~"
 " l ~ b ~ b ~ g ~ , ~ o ~ v ~ , ~ t ~ r ~ d ~ . ~ m ~"
 " m ~ z ~ l ~ b ~ r ~ v ~ e ~ b ~ o ~ b ~ . ~
 (~ l ~ - ~ p ~ b ~ , ~ t ~ - ~ - ~ e ~ . ~ b ~ l ~
 - ~ e ~ m ~) ~ (~ z ~ l ~ e ~ l ~ , ~ z ~) ~ z ~"
 " f ~ b ~ p ~ - ~ e ~ p ~ e ~ v ~"
 " b ~ e ~ z ~"
 " l ~ . ~ e ~ , ~ f ~ z ~ z ~ " " l ~ "

[illegible]

"x h x e u ~ n x"

"r, n, i e l l a x { { n, o, f, n

d ~ x, g, v, y o o i s o j b } . + j, - i s o x

f z ~ o j + i z e ~ x, r, b, s o b. z e

p v,), f j = ~, r / f e ~ l z " { -

e e = (r b, r p, f h, r s o ~

= e ~ u, e l y, o s y = { x i s z e l

p r h ~ n f r l z x { s y " "

"r z e e y ~ v e y x"

"j x" "b x" v h s e f n i x b, l

~ o, r, ~, o j z y z l ~ l x"

"b r v u i x"

"y, h, r, ~ u ~"

"j i e l - r e f e b) j x f ~ l

o e f v u) x ~, r h u b x"

"j = r / x"

"(v. p s h x z, i e b z, ~

- r z, b s p i) ~ x ~ b (~ b), s q

r, f h e / x"

"b x z x"

" + ~ x r, u, z i f l f l y b, e

h ~ o p x"

" 6 5 4 3 2 1 "

Handwritten musical notation on a five-line staff, featuring various notes, rests, and bar lines. The notation is written in a cursive, handwritten style.

"b", "2"

"G" ∞ 9 x "

Handwritten musical notation on four-line staves, featuring various notes, rests, and bar lines.

"C, V, S, Z, L, Z, e, u"

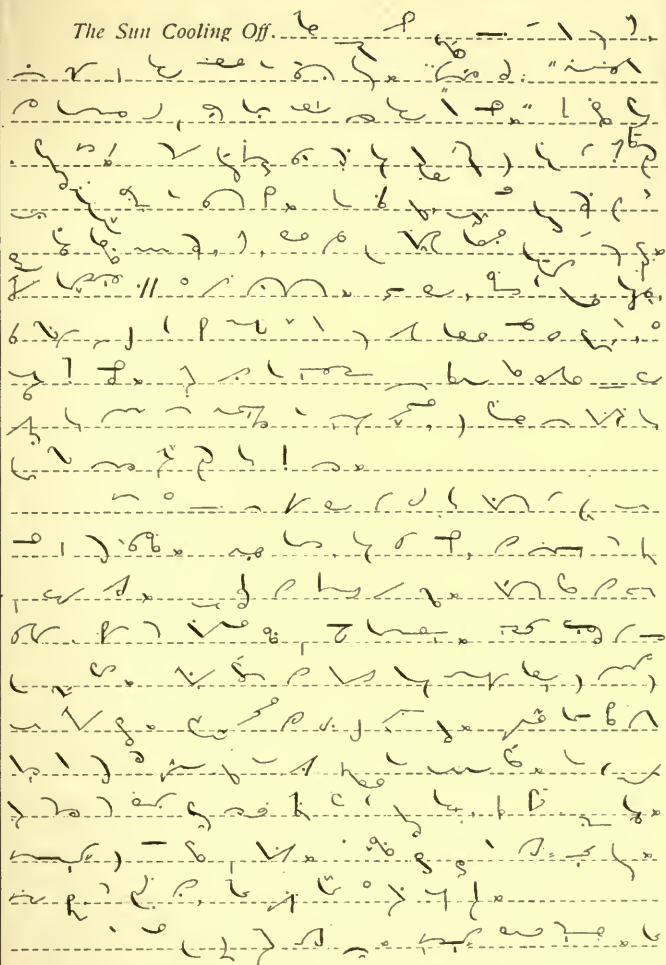
"E L I Z A + V D R O
 T O M M A S"

Handwritten practice lines on lined paper, showing cursive letters and symbols like "x" and "u".

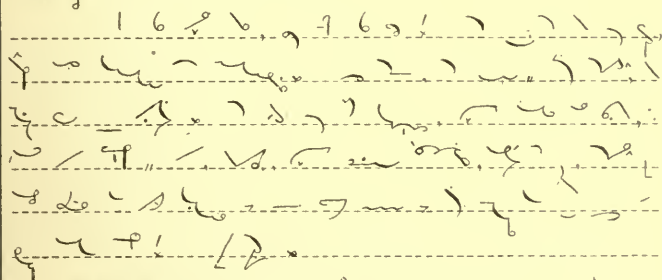
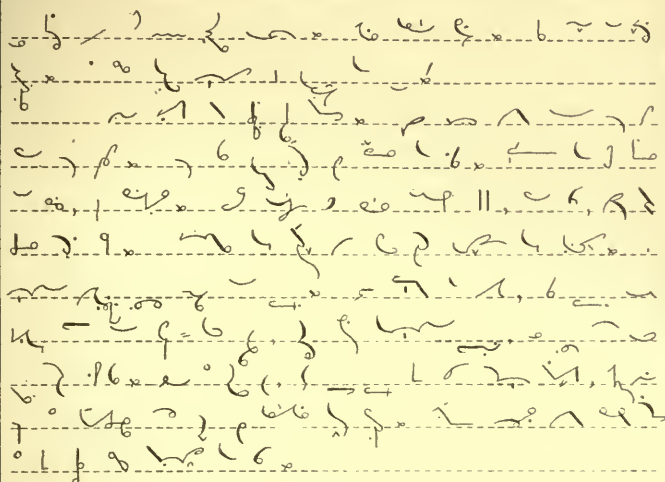
11) $\int_0^1 \frac{1}{x^2} dx$

[illegible]

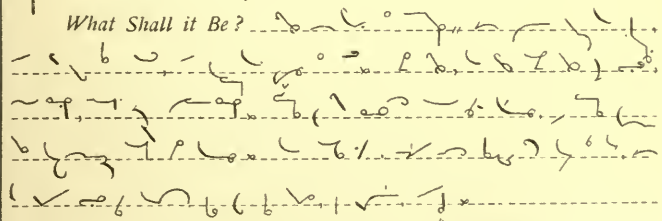
The Sun Cooling Off.



Handwritten stenographic notes on a page with horizontal dashed lines. The notes are written in a cursive, shorthand style, consisting of various symbols, loops, and abbreviations. The text is organized into several lines, with some lines starting with a small 'p' or 'f' and others with a small 'm' or 'n'. The handwriting is fluid and characteristic of 19th-century shorthand systems.



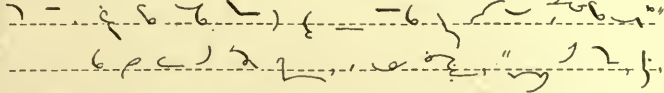
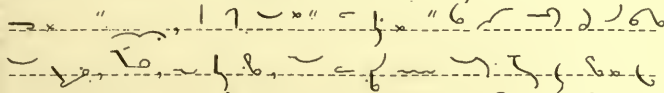
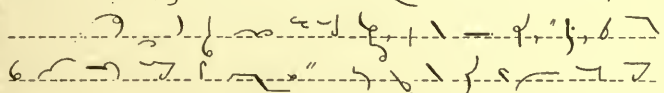
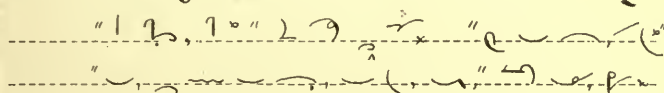
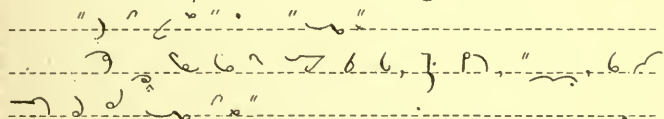
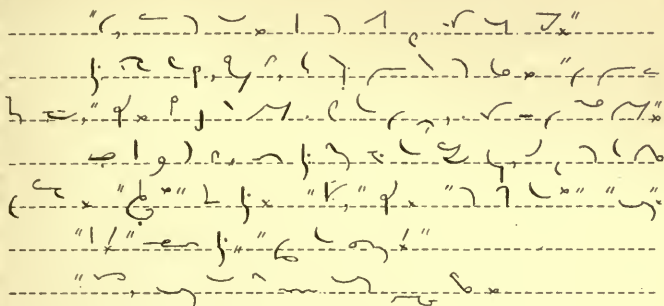
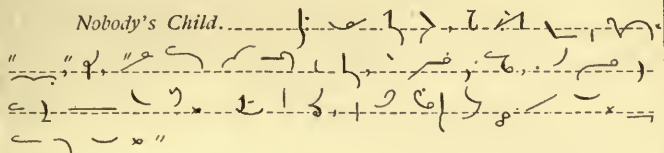
What Shall it Be?



THE OLD-FASHIONED POCKET.

Handwritten musical notation on a five-line staff, featuring various notes, rests, and bar lines. The notation is written in a cursive style, typical of early 20th-century manuscript notation. The staff is divided into two systems by a vertical line. The notation includes various note values, rests, and bar lines, suggesting a complex musical composition. The handwriting is fluid and expressive, with some notes and rests written in a shorthand manner. The overall appearance is that of a personal or working manuscript, rather than a formal printed score.

Nobody's Child.



[illegible]

A Stomach Complaint.

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Handwritten musical notation on a five-line staff, featuring various notes, rests, and bar lines. The notation is dense and covers the entire staff area.

1. b, 7, 2, f, b, 4, 7, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Powerful Water Jets.

1. b, 7, 2, f, b, 4, 7, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

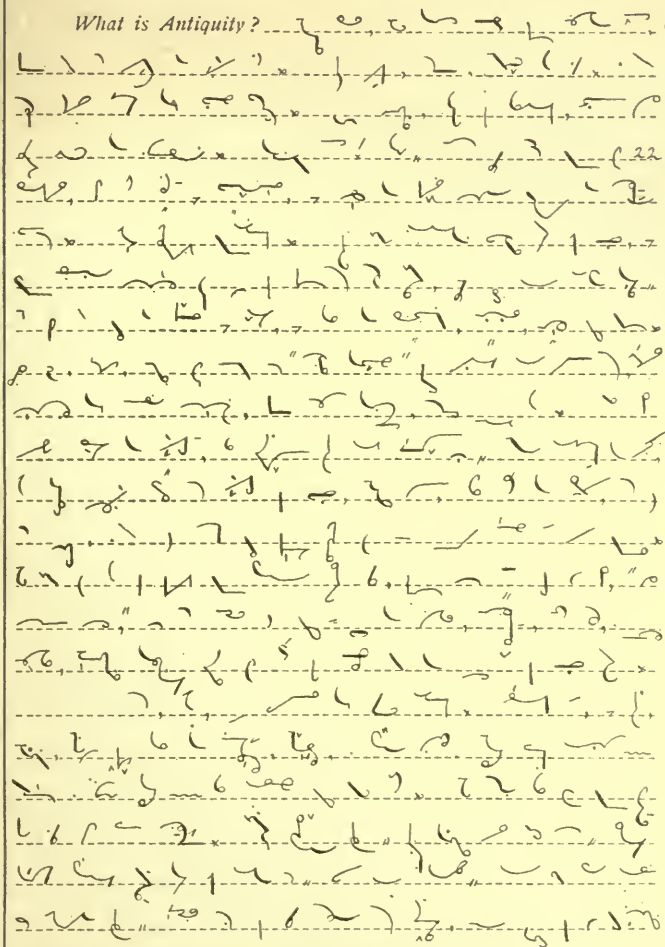
Handwritten stenographic symbols on a set of three horizontal lines (top, middle dashed, bottom). The symbols are fluid and cursive, representing a sequence of words or phrases.

Handwritten stenographic symbols on a set of three horizontal lines. This section continues the sequence of symbols from the previous block, showing various combinations of strokes and curves.

Hearing by Sight.

Handwritten stenographic symbols on a set of three horizontal lines. This section is titled "Hearing by Sight" and contains a long, continuous sequence of symbols, demonstrating a specific stenographic system or method.

What is Antiquity?



A page of handwritten musical notation on ten staves. The notation is written in a cursive, handwritten style, likely representing a musical score. The staves are ruled with horizontal lines, and the notes and symbols are written in a dark ink. The handwriting is fluid and expressive, with many slurs and ties connecting notes across staves. The notation appears to be a form of musical shorthand or a specific dialect of musical notation, possibly related to the 'Musical Notation' section of the document.

A Good Stenographer.

The Training of the Eye.

The Training of the Eye.

the cat.

Handwritten musical notation on ten staves, featuring various notes, rests, and clefs.

Consider the End:

Consider the End:

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Scraps.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

What is Real?

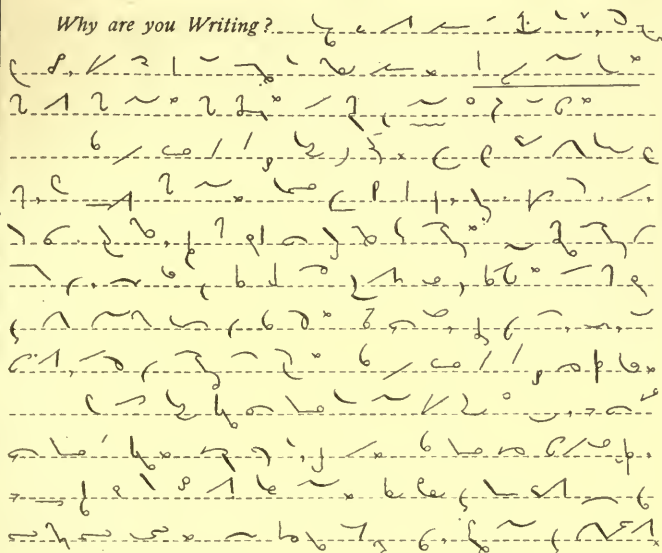
What is Real?

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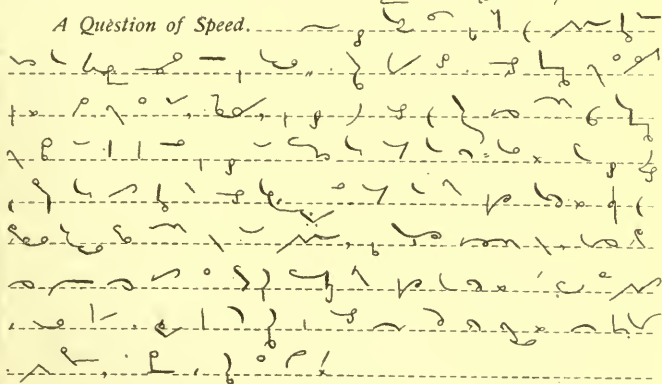
The Monroe Doctrine.

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Why are you Writing?



A Question of Speed.



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









































































































































































































































































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Handwritten musical notation on a five-line staff, featuring various notes, rests, and bar lines. The notation is dense and appears to be a single melodic line. The notes are mostly eighth and sixteenth notes, with some longer rests. The staff is filled with the notation, with some notes extending below the bottom line. The handwriting is cursive and somewhat stylized.

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SUPREME COURT—Before Mr. Justice HUBBELL, and a jury.

ORRIN WILSON

vs.

ARTHUR MCKAY.

E. L. Carter, for plff.

James R. Kelly, for deft.

Elmira, N. Y., February 7, 1904.

Wilson, Orrin, sworn.

To Mr. Carter:

Q. Where do you reside? A. In Byron.

Q. You have lived there how long? A. Three and a half years.

Q. Before going there, where did you live? A. In Buffalo.

Q. What is your business? A. I am president of a manufacturing company.

Q. Have you any other business? A. Yes, sir.

Q. You did other business within the last six months, and at and after the time of the transaction in this action? A. Yes, sir.

Q. What was your business, in connection with this matter? A. I was president of an iron company, and engaged in raising money for certain purposes.

Q. Had you had any experience in mining? A. I was superintendent of mines, and for a number of years I have been connected with the business, in one way and another.

Q. You knew of the iron mine in question, located in the northern part of the state? A. Yes, sir.

Q. How long have you known about it? A. The first I knew about it, was about six or eight months before the contract in question was made.

Q. Describe briefly the situation of the mine and mineral deposits there? A. The mine is situated three or four miles from the nearest railroad station. It is a mineral that contains iron and sulphur.

Q. How is the foreign matter taken out of the mineral? A. They use a concentrating plant to take out the foreign matter, so that the product will run as high as possible in sulphur. That is used in making sulphuric acid, which is used in refining crude oil and in making paper.

Q. Sulphuric acid is the valuable element in the ore? A. Yes, sir.

Q. In order to make this ore of value, must it go through a crushing process? A. Yes, sir, and concentrating.

Q. Is there any place in that vicinity where that can be done? A. Yes, sir; Mr. McKay does it.

Q. After that is done, is there occasion for shipping the ore?
A. Yes, sir.

Q. What is the next process, after crushing? A. Taking out as much foreign matter as possible, and then it is shipped.

Q. What takes place after that? A. It is burnt.

Q. There is no place in the immediate vicinity of the mines, where the burning process can be had? A. No, sir.

Q. And it is necessary that it be shipped away? A. Yes, sir.

Q. State in regard to the matter? A. Before I had anything to do with it, I looked over the property sufficient to satisfy myself that the quantity was almost inexhaustible. I found old shafts sunk down to a considerable depth, and I saw hills of it through which they were then cutting and opening to it, and the supply seemed to be inexhaustible.

Q. Was there any question in regard to this supply continuing for at least ten years? .

Objected to, as calling for a conclusion of the witness.

Q. Can you make that a little more definite, and say how long a period it would last, at a certain amount of shipment a day—say, a shipment of eighty tons a day?

Objected to, as immaterial and incompetent, and as calling for the conclusion of the witness, and as incompetent on the measure of damages.

The Court:—You may show by the witness the number of tons of ore there was in that mine, if you can.

The question was withdrawn.

Q. Have you had experience in the construction of railroads?
A. I have.

Q. To what extent? A. I was general manager of seven hundred miles that is now part of the Pennsylvania Railroad, and had charge of building about three hundred miles of it.

Q. You had a knowledge of the cost of constructing railroads, at the time of the making of this contract? A. Yes, sir.

Q. Did you observe the right of way over which it was proposed to build this road? A. I did.

Q. When was your first talk with Mr. McKay, in regard to the construction of a railroad from this mine to the Rome and Watertown Railroad? A. It was on the twenty-eighth of July.

Q. That was about a month before the making of these papers?
A. Yes, sir.

Q. Where did you see him? A. At the mines.

Q. Before that time, had you received any word from him?
A. Not directly.

Q. You went there to see him? A. Yes, sir.

Q. Did you have a conversation with him there? A. Yes, sir.

Q. Who else was present at the conversation? A. Mr. Barton.

Q. Anybody else? A. No.

Q. Barton was one of the parties who signed the contract, later on? A. Yes, sir.

Q. Did you have a talk with them in regard to the construction of the railroad? A. Yes, sir.

Q. How long a time did the conversation take? A. About a day, I should judge.

Q. Give us an outline of that talk.

Objected to, as immaterial and incompetent, and that it was afterwards embodied in the contract.

Mr. Carter:—It is not with a view of altering the terms of the agreement, that I ask this. Everything that was material was not embodied in the contract.

Q. Was there any talk, aside from this one that you speak of, subsequent to the 28th of July and before the making of the contract? A. Yes, sir.

Q. When was that? A. That was on the 26th and 27th of August.

Q. The contract was executed on the 28th? A. On the 27th of August.

Q. At whose instance did you go there on the 26th? A. I took Clifford and his attorney there.

Q. He is the third party to the agreement? A. Yes, sir.

Q. Did you have any conversation with regard to the contract, on the 26th? A. Yes, sir; we talked half the day and all the evening about it.

Q. On the following day, the paper was signed? A. Yes, sir. We drove up to the mines, on that day.

Q. Do you know whether that paper was recorded or not?—I show you a paper, and ask whether that is a copy of the agreement made on that day? A. There was but one copy made. Clifford's attorney took that.

Q. Examine this, and state whether it is a correct copy of that paper? A. It is.

A certified copy of the record of the contract was offered in evidence, dated August 27, 1902.

Objected to, as immaterial and incompetent, and not the best evidence.

Received; exception. Marked Exhibit 1.

Q. Was there a talk had in your presence with regard to recording this paper? A. I don't think there was, at that time; there was afterwards.

Q. Did McKay take part in that conversation? A. I don't think he did.

Q. This paper I have shown you is a copy of the contract, and the same as is set forth in the complaint? Yes, sir.

Q. How long were you there, after the execution of the paper? A. It was executed about eleven o'clock at night, and I left about seven o'clock the next morning.

Q. Did you see McKay again, before you received a letter from him stating that the deal was off? A. No, sir.

Q. I show you a letter and envelope, and ask if they were received by you? A. They were.

The letter and envelope were put in evidence—letter dated August 30, 1902. Exh. 2, 3.

Q. When did you first see the defendant again, after that time? A. On the eleventh of September.

Q. That was where? A. In New York, at the Grand Hotel.

Q. Was that the first time you saw him after that? A. Yes, sir.

Q. Who was present? A. Barton, and McKay, and myself.

Q. Clifford was not there, at that time? A. No, sir.

Q. Prior to that time, had you delivered a letter for Clifford to the defendant? A. Yes, sir.

McKay, Arthur, sworn.

To Mr. Carter:

Q. You are the defendant in this action? A. Yes, sir.

Q. I show you a letter; do you recall the contents of that? A. I couldn't say whether it was exactly like that, but it was practically the same thing.

Q. So far as you know, it was the same? A. I couldn't say.

Q. Do you know where the original of that letter is? A. No, sir.

Q. Was it among the papers which you delivered to your attorney in this case? A. I don't know whether it was or not. I had a letter from Mr. Clifford.

Q. Is this the letter, which your attorney has handed to me?—Did you receive that in New York city, at the time of its date? A. Yes, sir.

The letter was offered in evidence.

Objected to, as immaterial and incompetent, and not binding upon the defendant.

Letter marked Exh. 4, for identification.

Wilson, Orrin, recalled.

To Mr. Carter:

Q. I show you exhibit 4—have you ever seen that letter before?

A. I did, on September 10, 1902.

Q. Did you see it before it was delivered to the defendant? A. Yes, sir.

Q. Whom did you take it from? A. From Mr. Clifford.

Q. Did you make a copy of it, at that time? A. I did.

Q. And then did what with it? A. Left it at the Grand Hotel for Mr. McKay.

Q. You say you had a talk when McKay and Barton were present? A. I did.

Q. Was exhibit 4 shown there, and commented upon? A. Yes, sir.

The letter was again offered in evidence, dated September 10, 1902,—Exh. 4.

Objected to, as immaterial, incompetent, and irrelevant.

Received; exception.

Q. State what took place in the conversation between yourself and Barton and McKay?

Mr. Kelly:—I object to any conversation, as not binding upon the defendant. Received.

Q. Who spoke first, and what was said? A. I asked McKay whether he had got the letter I had left in his box the night before. He said he had, and took that letter out. I asked if he was going to comply with the request. He said there was no use of that—that the lease was put up as collateral security with some one else. I asked if he didn't know that at the time the contract was made. He said he didn't understand it was in the agreement. Then he went on to explain that he had sold a quarter interest in the property for \$25,000, under an agreement with the purchaser that he was to have a certain amount per ton until his \$25,000 was returned, and that the lease was put up as collateral security for that. Barton and he then had some words about this not coming out at the time the agreement was made.

Mr. Kelly:—I object to any conversation between Barton and McKay, as not binding upon the defendant.

—He said, "What did you sign that contract for, if you couldn't fulfil it?" He said he didn't know it was in the contract. Barton said, "What did you suppose we wanted the contract for, if we couldn't have the lease?" That was about all. It was repeated several times.

Q. Do you recall anything further that was said during the conversation? A. I made the remark that that was the most important part of the thing, because in case of any physical or financial difficulty happening to him, we wanted to be in a position to go on and fulfill the terms of the lease, so as to make the road valuable. He said he couldn't put up the lease, and that that was all there was of it.

Q. Was it said at that time, by McKay to Barton, in words or substance, that Barton had no interest in the contract?

Objected to, as leading. Received; exception.

A. Yes, sir, that was mentioned. McKay said Barton had no right in the lease.

Q. And no interest in this contract? A. That he had no right in the lease, or in the stock of the railroad that was to be organized, of which I was to have one-half and Barton and McKay were each to get a quarter.

Q. I understood you to say, you had the same talk at the time of the execution of the contract, as you had at the interview in the hotel? A. We did.

Q. Was there any further talk at that time? A. Not that I remember.

Q. When was your next talk on this subject? A. We arranged for a meeting at the Astor House on the next day. McKay and Barton and Clifford and myself were there at that time.

Q. What occurred? A. McKay repeated the same thing—that it was not possible for him to put up this lease. He said he had sold a quarter interest in the property for \$25,000, and the man was to repay that amount at so much a ton of ore shipped, and that the lease was security for the fulfilment of that contract.

Q. What was said, in response to that? A. We went over the same ground as to why he had not said that at the time the contract was signed—that it was a very important part of it, in the event of his getting into any difficulty, that we might go on and fulfill what he had undertaken to do in order to get freight for the road. Barton said to him, "Why didn't you tell us this, at the time the contract was made, and save us all this trouble?"

Q. Was there any offer at that time to fulfill the agreement?
A. No, sir.

Q. That was the last talk that you had with McKay, before the time of the commencement of this action? A. Yes, sir.

Q. Describe the amount of the loss you have sustained by reason of the contract not having been carried out, giving the details?

Objected to, as immaterial, incompetent and irrelevant, and not the proper method of establishing the measure of damages.

Overruled; exception.

Q. State what the profits of the enterprise would have been, if you can so state, if the contract had been carried out and the road had been constructed?

Objected to, as before.

Q. Do you know the cost of the operation of a railroad of this kind, during the last six months, and at all times? A. I have had experience in that, and—

Q. What experience have you had in regard to the cost of operating a railroad? A. For a number of years I have been superintendent of a railroad, and I have had charge of operating other roads.

Objected to, upon the ground that the witness was not shown to be qualified to answer.

Q. Who did? A. McKay and I. I know that to be the fact. On the basis of the contract, of eighty tons a day, at sixty cents a ton, the receipts would be \$48 a day, or \$1,248 a month of twenty-six working days. The contract provided that one-half of those receipts should be paid to the trustee of the mortgage, toward retiring the bonds. The contract next provides that we should get nothing out of it until the bonds were paid. If we take one-half of the guaranteed receipts, that would be \$624 a month. The balance, after deducting the cost of operation, would be \$224, or a total of—

Objected to.

Q. What was included in the operation of the road? A. An engineer and two men and the coal; and as they expected to make only two trips a day, over the road, the balance of their time they could spend in working along the road.

Q. In making this calculation, of the cost of operation, you took into consideration the expense of the engineer and fireman?

A. We intended to put on a ten-ton engine, as the grade was down all the way from the mine.

Q. Do you say that within your experience the amount you have given us would thoroughly cover the expense of operation?

A. Yes, sir. We deducted \$400 from the other half of the earnings, and it made a total of \$848 that would go to the retirement of the bonds.

All this evidence was taken under the objection and exception of the defendant's counsel.

—At this rate, both the principal and interest on the bonds would be paid in two and a half years.

Q. What was the length of time that this agreement was to run? A. Ten years from its date.

Q. How much time had expired on the lease, at the time of the making of the contract? A. About one year.

Q. Now, go on. A. Under the contract, I was to have one-half the stock of the road, and would be entitled to one-half of the earnings after the bonds were retired.

Q. The contract provided for the amount of money that was to be expended by the parties in the construction of the road? A. Yes, sir.

Q. What would have been the value, within your experience, of this road, constructed according to the terms and outlines of this contract, at the time of its completion? A. \$16,000.

Q. Under the contract, you were to have a half interest in that road? A. Yes, sir.

Q. Go on with your computation. A. The McKay lease was for ten years. One year had expired when the contract was made. The lease would have run three and a half years before I should have had any revenue from my ownership. During the balance of the term of the lease, I should have one-half of the receipts, after the payment of expenses.

Q. What do you compute that amount at? A. For the six years and a half, \$15,000.

Q. What do you say, as to whether there would have been opportunity for further shipment than the eighty tons provided for in the contract?

Objected to.

Q. What was the length of this road? A. Approximately, three miles.

To Mr. Kelly:—

Q. How much do you figure that the expense of running the road would be? A. Fifteen dollars a day.

Q. How much would you pay the engineer? A. About two dollars a day.

Q. How much would you pay the two men? A. About three dollars.

Q. How much for the coal? A. McKay and I estimated—

Q. What were the other items that go to make up your damage of \$30,000? A. When the bonds were retired, I would own one-half the road, which would be \$8,000. If the shipments did not increase, the rate of freight decreased after the bonds were paid, from sixty to twenty-five cents a ton for the paper company's shipments, and fifty cents for McKay's shipments, would make an average of \$200 a month for my share of the net earnings for six and a half years, the unexpired term of the lease.

Q. You claim that you were damaged in \$15,000. A. I should still have owned one-half of the road.

Q. That would make \$23,000? A. Yes, sir, but it was understood at that time that the capacity of the mills would be increased, and every assurance was given that the shipments would be increased also.

Q. You base your balance of \$30,000 purely upon the increased shipments and the increase in the capacity of the mills? A. From Mr. McKay's assurance that they would be.

Q. When did you first see McKay? A. On the 28th of July.

Q. How did you come to meet him? A. Through Mr. Barton.

Q. It is a fact that Barton took you up there to meet McKay, and introduced you as a promoter, for you to get capital to build the road? A. No, sir. I went by myself, and met them.

Q. You didn't know McKay, until you were introduced by Barton? A. No, sir.

Q. You went up there for that purpose? A. I went to look it over, before bringing it to the attention of capitalists.

Q. Other than this one time, did you ever see that mine? A. I saw it the first time I saw McKay.

Q. How many times have you seen it? A. Twice.

Q. When was the second time? A. The day we made the contract.

Q. Were you ever interested in this kind of business before? A. Yes, sir.

Q. Where were you interested in it? A. Mineral City, Va.

Q. Do you remember whether or not there were any interlineations in the original contract that you made? A. Yes, sir.

Q. It was pretty well filled with interlineations? A. As I remember it, it was drawn on yellow paper, and had interlineations.

Q. Was every interlineation signed? A. Yes, sir, all we could find were initialled by the attorney.

Q. After this letter of August third was received by you from the defendant, did you reply to him? A. Yes, sir.

Q. Is this the letter that you sent to Mr. McKay? A. Yes, sir.

Q. After you received that letter, did you have any knowledge as to whether he was doing any work under the contract? A. I had not. When he said the deal was off, I supposed it was stopped.

Q. Is it not a fact that McKay told you on September tenth that he could not assign that lease to you because it had been assigned as collateral security for a loan? A. No, sir, he did not; it is as I have stated.

Q. Didn't you and Clifford and Barton and McKay agree at that time that this clause with reference to his assigning the lease should be waived? A. No, sir. No such agreement ever took place.

Q. Didn't he deliver to you a copy of his lease of the mineral lands? A. I think he did.

Q. Do you know whether Clifford ever had a copy of it? A. We were not satisfied that it was a copy of it. We had considerable doubt about that.

Q. Do you know whether a copy of it was delivered to Clifford? A. I do not.

Q. This railroad was to be narrow gauge? A. Yes, sir.

The plaintiff here rested.

Mr. Kelly moved for a dismissal of the complaint, upon the grounds:

1. That it nowhere appeared in the case that the plaintiff had done anything under the terms of the contract toward carrying out his part of it, and that he was therefore in no position to maintain the action.
2. That it appeared that Barton was one of the parties to the contract and that although he had no interest in the lease he should have been made a party to the action.
3. That the plaintiff had not furnished proof sufficient to establish his cause of action.

Denied; exception.

The Court charged the jury, as follows:

Gentlemen of the jury:—On the 27th day of August last, the defendant in this action was the possessor of a lease of certain mining privileges in Wayne county. The mine was distant from the nearest railroad point some three miles. On that day, a contract was entered into between the defendant and one Barton, parties of the first part, Mr. Clifford, party of the third part, and the plaintiff as party of the second part; and by the terms of that contract it was provided that the party of the first part should organize a railroad corporation, and that Clifford, if, after an examination of the lease and of the minerals the same were found satisfactory to him, should provide funds not to exceed the sum of \$20,000 for the construction of this road, for which Clifford was to receive bonds of the road, secured by a mortgage upon its property, to the amount of \$30,000. The parties of the first part agreed to transfer and assign the lease held by the defendant for the mining privileges to a trustee to be named in the mortgage and also agreed, for the sum of \$7,500 to be advanced to them by Clifford, to provide rights of way, grade, and lay ties and rails over the same, and to construct a suitable bridge across the river which was to be crossed by the railroad, payments to be made as the work progressed.

Three days after the execution of this contract, the defendant informed the plaintiff by letter that the agreement was off, owing to certain conditions which he mentioned and to which your attention has been called by counsel.

The plaintiff brings this action to recover damages which he claims to have sustained by reason of a breach of the agreement on the part of the defendant. You have heard the testimony, and have listened to the arguments of counsel, and it is unnecessary that I should call your attention further to the evidence. The questions for your consideration are, whether there has been a breach of the contract by the defendant, and if so what amount of damage has been suffered by the plaintiff.

The plaintiff says that after the receipt of this letter from the defendant, the parties to the agreement had a meeting in New York, and that at that meeting the defendant declined to go on and construct the road. He has introduced evidence of a letter written by Clifford in which Clifford asked the defendant to perform his part of the agreement so that he could fulfill on his part. The part that Clifford wished him to perform at that time, was to deliver to him a copy of this lease. The defendant says he did this immediately upon his return home. He has given evidence tending to show that after the receipt of that copy by Clifford, Clifford declined to advance the money. You remember that in

the contract Clifford had the option whether to advance the money after an examination of the lease and the minerals. Of course, the defendant could not be expected to purchase the right of way, or to buy rails and lay ties, until money was provided for that purpose. If Clifford was ready and willing to advance the money, and still the defendant failed to do it, that was quite a different thing. If it is true that after an examination of the lease Clifford did decline to advance money with which the defendant might perform his part of the contract, then you will have very little difficulty in finding that the defendant was not responsible for a breach of the contract.

A good deal has been said in reference to the failure of the defendant to assign this lease to the trustee. The mortgage was to have been executed by the corporation; and there is no evidence that any corporation was formed or that the mortgage was ever executed, or that there was ever any trustee named. Of course, until all these things were done the defendant could not make such a delivery. That would not excuse him for declining to deliver the lease, however, if he did decline; and the testimony of the defendant and Mr. Wilson will be considered upon this question.

If you come to the conclusion, after a careful consideration of the evidence, that there has been a breach of the contract on the part of the defendant, your verdict will award to the plaintiff such damages as he has sustained. He has testified that the value of one-half of this road, that he would have been entitled to under the contract after the indebtedness was paid, would be \$8,000. That is the amount your verdict will state, if you find in his favor, the court withdrawing from your consideration the other items of damage which have been mentioned during the trial of the case.

Take the case, gentlemen, and carefully consider each item of evidence that has been given, giving to each part of the testimony the weight to which you think it entitled, and render such a verdict as in your judgment you think its importance demands. The decision of every question of fact in the case rests with you, and the responsibility of a correct finding rests with you and not with the court. It would not be proper that I should express or intimate any opinion as to what your finding should be, but your verdict should be the expression of your own best judgment.

Mr. Carter asked the court to charge, that if the jury find that the defendant did refuse to carry out his part of the agreement, their verdict should be for the plaintiff.

So charged.

Mr. Carter excepted to the withdrawal by the court of the other items of damage claimed.

The jury rendered a verdict for the plaintiff for \$4,800.

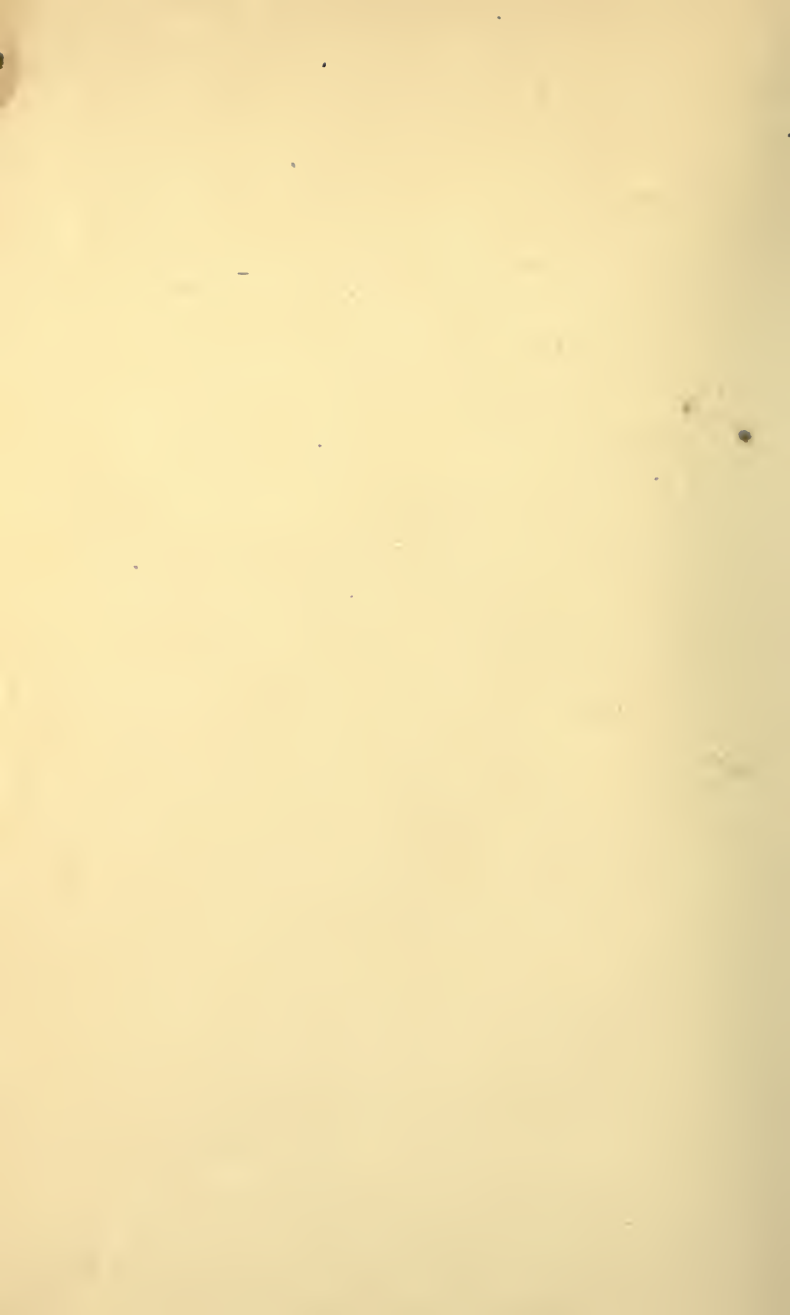
Mr. Kelly asked the court to set aside the verdict, as contrary to the law and against the weight of the evidence, and upon all the grounds stated in section 999 of the Code of Civil Procedure.

The motion was entertained, to be argued later.



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